

Judith Meyers

From: Wayne Coleman [Waynec@royalty-infotech.com]
Sent: Tuesday, February 27, 2007 1:07 PM
To: 'Michael C. Harwood'
Subject: RE: Songwriter tolling
Attachments: Tolling Agreement 02-27-07.pdf

-----Original Message-----

From: Michael C. Harwood [mailto:MHarwood@kasowitz.com]
Sent: Monday, February 26, 2007 2:27 PM
To: Wayne Coleman
Subject: Songwriter tolling

Thanks for confirming agin this morning that you will be signing the tolling agreemnt. How are we doing on getting that document over?

This e-mail and any files transmitted with it are confidential and may be subject to the attorney-client privilege. Use or disclosure of this e-mail or any such files by anyone other than a designated addressee is unauthorized. If you are not an intended recipient, please notify the sender by e-mail and delete this e-mail without making a copy.

11/8/2007

February 22, 2007

BY FAX AND REGULAR MAIL

Wayne C. Coleman, CPA
The Royalty Compliance Organization
1288 Jungermann Road
St. Peters, Missouri 63376

Re: Songwriter Collective, LLC

Dear Mr. Coleman:

This is to confirm our agreement extending the time of Fortress Credit Opportunities I, LP, Fortress Credit Opportunities II, LP, Fortress Credit Corp. or any of their predecessors, successors, affiliated entities, or assignees ("Fortress") and Northlight Financial LLC ("Northlight") to commence an action on their own behalf or on behalf of their various investment advisory clients against The Royalty Compliance Organization, or any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns ("RCO"), arising out of the services RCO provided in connection with its valuation of certain music catalog assets owned or controlled by the Songwriter Collective, LLC, in or about January 2004. We have also agreed to extend the time for RCO to commence an action against Fortress or Northlight arising out of the services RCO provided in connection with its valuation of certain music catalog assets owned or controlled by the Songwriter Collective, LLC. RCO, Fortress and Northlight mutually agree that they waive and will not assert any defense of statute of limitations or laches, or any other time related defenses (whether by contract or by law) in any such action that Fortress, Northlight or RCO commences against the other on or before August 22, 2007, except to the extent that such defense would have been available on or before the date of this letter.

This agreement may only be extended upon the consent of the parties in writing. Any party may cancel this agreement by giving the other party thirty days notice in writing that it intends to withdraw from the agreement.

Fortress, Northlight and RCO further agree that they will not institute or file a claim against each other prior to July 23, 2007, unless they first give thirty days written notice to the other party of their intention to do so, provided that in the event of some change in circumstances

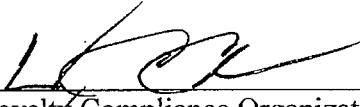
relating to the actions or status of Fortress, Northlight or RCO that could result in prejudice if thirty days notice is given, then the party seeking to commence an action shall give the other parties as much notice as is practicable.

If this agreement is acceptable to RCO, please sign below acknowledging its agreement to these terms. The individuals signing this agreement also acknowledge that they have the authority to bind and consent of the parties on whose behalf they are signing.

Very truly yours,

By:
Fortress Credit Opportunities I, LP
Fortress Credit Opportunities II, LP
Fortress Credit Corp.

By:
Northlight Financial LLC



The Royalty Compliance Organization

By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)

Judith Meyers

From: Michael C. Harwood [MHarwood@kasowitz.com]
Sent: Tuesday, February 27, 2007 12:59 PM
To: Wayne Coleman
Subject: RE: Songwriter tolling

Thank you. I will get signed counterparts to you shortly.

-----Original Message-----

From: Wayne Coleman [mailto:Waynec@royalty-infotech.com]
Sent: Tuesday, February 27, 2007 1:07 PM
To: Michael C. Harwood
Subject: RE: Songwriter tolling

-----Original Message-----

From: Michael C. Harwood [mailto:MHarwood@kasowitz.com]
Sent: Monday, February 26, 2007 2:27 PM
To: Wayne Coleman
Subject: Songwriter tolling

Thanks for confirming again this morning that you will be signing the tolling agreement. How are we doing on getting that document over?

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11/8/2007

Judith Meyers

From: Michael C. Harwood [MHarwood@kasowitz.com]
Sent: Monday, February 26, 2007 3:27 PM
To: Wayne Coleman
Subject: Songwriter tolling

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11/8/2007

Judith Meyers

From: Michael C. Harwood [MHarwood@kasowitz.com]
Sent: Wednesday, February 28, 2007 11:06 AM
To: Wayne Coleman
Subject: FW: RCO-Fortress-Northlight.pdf
Attachments: RCO-Fortress-Northlight.pdf

Attached is a complete copy of the tolling agreement with all signatures attached. Thank you for your cooperation.

-----Original Message-----

From: Judy A. Speezak
Sent: Wednesday, February 28, 2007 11:02 AM
To: Michael C. Harwood
Subject: RCO-Fortress-Northlight.pdf

<<RCO-Fortress-Northlight.pdf>>

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11/8/2007

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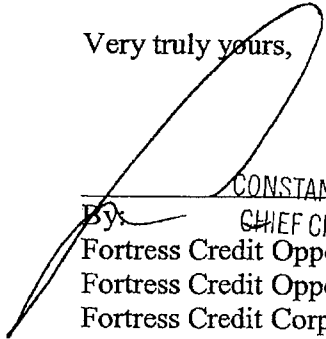
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relating to the actions or status of Fortress, Northlight or RCO that could result in prejudice if thirty days notice is given, then the party seeking to commence an action shall give the other parties as much notice as is practicable.

If this agreement is acceptable to RCO, please sign below acknowledging its agreement to these terms. The individuals signing this agreement also acknowledge that they have the authority to bind and consent of the parties on whose behalf they are signing.

Very truly yours,


By: CONSTANTINE DAKOLIAS
CHIEF CREDIT OFFICER
Fortress Credit Opportunities I, LP
Fortress Credit Opportunities II, LP
Fortress Credit Corp.

By: _____
Northlight Financial LLC

The Royalty Compliance Organization

By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)

02/28/2007 00:19 12122470002

NORTHLIGHT

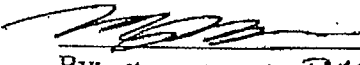
PAGE 03/13

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By:
Fortress Credit Opportunities I, LP
Fortress Credit Opportunities II, LP
Fortress Credit Corp.



By: MICHAEL H. JARAMILA
Northlight Financial LLC

The Royalty Compliance Organization

By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)


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Fortress Credit Opportunities II, LP
Fortress Credit Corp.

By:
Northlight Financial LLC



The Royalty Compliance Organization

By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)

Judith Meyers

From: Michael C. Harwood [MHarwood@kasowitz.com]
Sent: Tuesday, February 27, 2007 3:55 PM
To: Wayne Coleman
Subject: FW: Fortress-Northlight signature pages.pdf
Attachments: Fortress-Northlight signature pages.pdf

Attached are the signature pages for Fortress and Northlight. Thank you for your cooperation.

-----Original Message-----

From: Judy A. Speezak
Sent: Tuesday, February 27, 2007 3:48 PM
To: Michael C. Harwood
Subject: Fortress-Northlight signature pages.pdf

<<Fortress-Northlight signature pages.pdf>>

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02/28/2007 00:19 12122470002

NORTHLIGHT

PAGE 03/13


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Fortress Credit Opportunities II, LP
Fortress Credit Corp.


By: MICHAEL H. JARAMILA
Northlight Financial LLC

The Royalty Compliance Organization

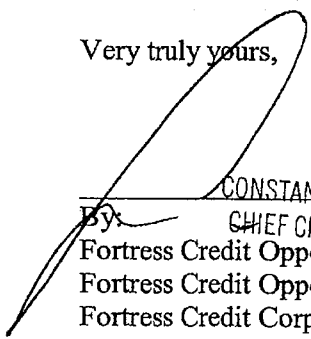
By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)

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CHIEF CREDIT OFFICER
Fortress Credit Opportunities I, LP
Fortress Credit Opportunities II, LP
Fortress Credit Corp.

By:
Northlight Financial LLC

The Royalty Compliance Organization

By:

(on its own behalf and on behalf of any of its Managing Partners, partners, parents, subsidiaries, affiliated entities, successors, or assigns)